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 - ii. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does

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 - ii. EBSCO has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - iii. a trustee or receiver of EBSCO or of any substantial part of EBSCO's assets has been appointed by a court;
 - iv. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by EBSCO, its employees, officers, directors, or shareholders;
 - v. an involuntary proceeding has been commenced by any party against EBSCO under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) EBSCO has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) EBSCO has been decreed or adjudged a debtor;
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 - vii. EBSCO intentionally discloses confidential information;
 - viii. EBSCO has or announces it will discontinue support of the deliverable;
 - ix. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - x. EBSCO engaged in collusion or actions which could have provided EBSCO an unfair advantage in obtaining this contract.
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